


**Date:** October 2, 2015

**Code:** TECHNICAL LETTER  
HR/Salary 2015-22

**To:** Associate Vice Presidents/Deans of Faculty  
Human Resources Officers  
Benefits Officers

**From:** Evelyn Nazario   
Associate Vice Chancellor  
Human Resources Management

Margaret Merryfield   
Assistant Vice Chancellor  
Academic Human Resources

**Subject:** **New Classification for Faculty Additional Employment**

Colleagues:

We are pleased to provide you with information pertaining to the Faculty Additional Employment classification intended to be used to appoint full-time faculty unit employees to additional employment that meets the criteria in Article 36 of the collective bargaining agreement between the California State University and the California Faculty Association. We encourage you to review the attached information below.

Technical Letter [HR/Salary 2015-22](#) is attached for your reference.

Please contact us if you have any questions or concerns.

Warm regards,


Evelyn and Margy




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**Subject:** **New Classification for Faculty Additional Employment**

**Summary:**

Faculty unit employees (bargaining unit 3) are allowed to accept additional employment up to 25% above full-time, subject to certain limitations in the collective bargaining agreement (CBA) between the California State University (CSU) and the California Faculty Association (CFA). In addition, faculty unit employees in academic year or 10-month appointments may accept CSU employment during periods that fall outside of their work year. This technical letter describes a new classification (job) code intended to be used to appoint **full-time** faculty unit employees to additional faculty unit employment as well as to appoint full-time academic year or 10-month faculty unit employees to faculty unit employment outside of the work year.

**Action Item(s):**

Begin using class (job) code 2403 for additional employment for full-time faculty unit employees, effective immediately.

**Affected Employee Group(s)/Unit(s):**

Eligible faculty (Unit 3) employees

**Background:**

Pursuant to the January 6, 2015 MOU reached between the CSU and the CFA, the CSU has created a new classification (job) code, 2403, intended to be used to appoint full-time faculty unit employees to additional employment that meets the criteria in Article 36 of the CBA between the CSU and the CFA (refer to Attachment A.) Additional employment appointments may be made up to a time base of 25% of full time during the full-time faculty unit employee's work year. In addition, 10-month or academic year employees may be appointed up to full time outside of the work year, such as during break periods between academic terms. Campuses may implement the MOU provisions effective immediately.

❖ **Specific provisions:**

- Use of the new job code is limited to faculty unit employees whose primary appointment is **full time**, including individuals who hold multiple concurrent appointments that otherwise add up to a full-time equivalency (1.0 FTE). Faculty unit employees whose regular appointments are at a time base of less than 1.0 are **not** eligible for employment in this classification.
- The class (job) code is intended to be used for appointments to faculty bargaining unit work. Going forward, campuses should use this classification instead of the Special Consultant (4660) classification when appointing Unit 3 members to additional employment that would otherwise fall within the scope of faculty bargaining unit work.
- During the faculty unit employee's work year, the maximum time base of an appointment to additional employment using this class (job) code is limited to 25% of full time, or an additional 0.25 FTE.

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**Distribution:**

Cal Maritime, President  
CSU East Bay, President  
Executive Vice Chancellor and CFO  
Vice Chancellor, Human Resources

Vice Presidents, Administration  
AVPs/Deans of Faculty  
Budget Officers

- Provision 36.5 of the CBA allows for a faculty unit employee to receive an “overage” of up to 25% of a full-time position only in the following circumstances:
  - (1) the employment is of a substantially different nature than his/her primary appointment;
  - (2) the employment is funded from non-general fund sources;
  - (3) the employment is the result of accrual of part-time employment on more than one campus; or
  - (4) the employment is necessary to meet a temporary faculty employee’s entitlement to full-time work, or to offer work to a part-time temporary faculty employee up to full time under provision 12.29 (a) (8) or (b) (9).

All appointments made in this new classification during a faculty unit employee’s work year must fall into one of these four categories. Per provision 36.5, in no case shall a faculty unit employee’s entitlement to subsequent employment at a campus exceed full-time in any academic term.

- For ten-month and academic year employees, during periods that fall outside the faculty unit employee’s work year, such as breaks between academic terms, appointments up to a maximum of full time may be made using this class (job) code. However, the dates of such appointments may not extend into the academic term.
- Appointments in this classification are temporary status, do not accrue vacation credits, sick leave, or other leave entitlements, nor is compensation pensionable (e.g., PIMS Item 505 = NM.)
- The new job code is not intended for use for faculty appointments in summer sessions or in for-credit Extended Education programs. Faculty unit employees who are appointed to teach in summer sessions or in Extended Education shall continue to receive appointments in the classifications specifically designated for these purposes. Refer to Article 21 (Summer Term Employment) and Article 40 (Extension For-Credit Employment) for additional information.
- Faculty members appointed in this classification performing normal faculty duties, including teaching additional units pursuant to provision 12.29.d, shall receive compensation at not less than their normal rate of pay for such work. A broad pay range has been established to incorporate the entire Unit 3 pay scale as well as to allow individuals to be compensated at their academic year rate during break periods.
  - Class code 2403 has been established in the CSU pay scales as a 12-month classification (refer to [Pay Letter 2015-05](#)). Appointments should be made, and will be compensated, over the time period in which the work is actually being performed, based on the state pay periods rather than the campus academic calendar. In order to provide compensation at the academic year rate, the campus must determine the total amount to be received for the work and use that amount to derive an appropriate pay rate. Examples are provided in the next section.

❖ **Examples:**

**Example 1: Compensation for the “16<sup>th</sup> Unit”.** If a lecturer is teaching more than 15 weighted teaching units (WTU) at a single campus in an academic term and is eligible to be compensated for the additional units pursuant to provision 12.29.d, the lecturer may be given an appointment in classification 2403 that provides the appropriate amount of pay for the additional assigned work. The amount to be paid per WTU is equal to: Monthly base pay times 12 divided by 30 (for semester campuses) or monthly base pay times 12 divided by 45 (for quarter campuses).

A lecturer at a QSYRO campus has a 16 WTU workload for the 2016 Winter quarter. The lecturer’s base pay is \$4,500 per month. Her per-unit rate is \$4,500 times 12 divided by 45, or \$1,200 per WTU. In previous terms, the campus appointed the employee in two 8-unit concurrent positions (timebase =  $8/15 = .53$ ). The campus will now change the appointment structure to one full-time (15-unit) position (timebase = 1.0) and one additional employment (1-unit) position (timebase =  $1/15 = .067$ ) in class (job) code 2403. The additional (1-unit) concurrent position is not pensionable, nor are leave accruals, such as sick leave, earned in excess of a full time equivalency. The winter 2016 quarter extends from January 4<sup>th</sup> through March 23, 2016:

- Rate Per WTU = \$1,200
- Compensation Due for 1-Unit Assignment in Winter Quarter: \$1,200
- Timebase = [PIMS = 1/15] = .067
- Daily Rate = \$1,200/58 days = \$20.69
- Monthly Rate<sup>1</sup> = \$20.69 x 21 days = \$434.49
- Full Time Equivalent Monthly Base Rate = \$434.49/0.067 = \$6,484.93 = \$6,485 (rounded to nearest whole dollar)
- January 4 – 31, 2016 pay period [20/21 days] = \$413.80
- February 2016 pay period [22 days] = \$434.49
- March 2 – 23, 2016 pay period [16/22 days] = \$315.99
- Settlement pay: [\$1,200 - \$1,164.28] = \$35.72 (send PPT to CSU Audits for payment)

**Example 2: Payment for Special Project during Academic Year.** A provost at a semester campus agrees to pay \$5,000 to a full-time faculty member for additional work outside his/her regular full time appointment. Previously, the campus paid this type of assignment via Special Consultant. The faculty member will work approximately 10 hours weekly (.25 FTE) in the additional assignment. The appointment extends over the September and October 2015 pay periods. In this situation, the campus may utilize the FT Faculty Unit - Additional Employment classification code 2403:

- Compensation Due for Assignment: \$5,000 over two pay periods
- Timebase = [PIMS = 1/4] = 0.25
- Daily Rate = \$2,500/22 days = \$113.64
- Monthly Rate = \$113.64 x 22 = \$2,500.08 = \$2,500 (rounded to nearest whole dollar)
- Full-Time Equivalent Monthly Base Rate = \$2,500/0.25 = \$10,000
- September 2015 Pay Period [22 days] = \$2,500
- October 2015 Pay Period [22 days] = \$2,500
- Settlement pay = None due

**Example 3: Grant Work Over the Semester Break.** A full-time faculty member plans to work 19 days on a project funded by a grant over the winter break period which extends from December 23, 2015 through January 20, 2016. The campus will compensate the employee by deriving a daily rate equivalency based upon the employee's academic year (AY) salary, and then compensating the assignment using the additional employment classification. The employee will not work on observed holiday dates that fall within the assignment period.<sup>2</sup> The employee is assigned to work 6 days in December and 13 days in January.

- AY Salary = \$60,000/172 days in academic calendar
- Number of Days Scheduled to Work During Break = 19 days (excludes holidays) across 21 days in the state payroll system
- Compensation Due: \$348.84 x 19 days = **\$6,627.96 to be paid over two pay periods**
- Daily Rate = \$6,627.96/21 = \$315.62
- Timebase = 1.0
- Monthly Rate<sup>3</sup> = \$315.62 x 21 = \$6,628.02 = \$6,628 (rounded to nearest whole dollar)
- Full Time Equivalent Monthly Base Rate = \$6,628

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<sup>1</sup> To calculate the monthly rate, twenty-two (22) days may be used if an assignment falls within one 22 day pay period or if the assignment spans two or more pay periods and all pay periods contain 22 days. Otherwise, 21 days must be used to avoid additional day overpayments. In example #2, the number of days in the January through March 2016 state pay periods vary between 21 and 22. As a result, to preclude overpayments, a 21-day period will be used to derive the monthly rate calculation.

<sup>2</sup> Campus calendars and holiday observances will vary. Campuses are responsible for determining if adjustments are appropriate, e.g., if the employee will work on observed holidays or not over the timeline of the assignment.

<sup>3</sup> To calculate the monthly rate, twenty-two (22) days may be used if an assignment falls within one 22 day pay period or if the assignment spans two or more pay periods and all pay periods contain 22 days. Otherwise, 21 days must be used to avoid additional day overpayments.

- December 23-31, 2015 pay period [7/22 days]<sup>4</sup> = \$2,108.91 (compensation due for 6 days, December 25<sup>th</sup> holiday non-compensable)
- January 1-20, 2016 pay period [14/21 days] = \$4,418.67 (compensation due for 13 days, January 1<sup>st</sup> holiday non-compensable)
- Settlement pay: [\$6,627.96 - \$6,527.58] = \$100.38 due (send PPT to CSU Audits for payment)

Please direct questions regarding this technical letter as follows:

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|-----------------------------------------------|-------------------------------------------------|
| ➤ <b>PIMS</b> processing instructions         | CSU Audits representative at the SCO            |
| ➤ <b>CMS</b> Baseline processing instructions | CMS liaison for systemwide HR at (562) 951-4418 |
| ➤ Collective bargaining aspects               | Labor Relations at (562) 951-4400               |
| ➤ Academic Human Resources aspects            | Academic Human Resources (562) 951-4424         |
| ➤ All other questions                         | Human Resources Management at (562) 951-4411    |

This document is available on the Human Resources Management's Web site at:

<https://www.calstate.edu/HRAadm/memos.shtml>

EN/MM/dth

Attachment

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<sup>4</sup> In example #3, note that the compensation due over the 21 day pay period between December 23, 2015 and January 20, 2016 is based upon 19 days scheduled to work and 19 days of compensation.

### Memorandum of Understanding

Through this Memorandum of Understanding, the CSU and CFA agree to create a classification to be used for additional employment to bargaining unit work for full-time faculty unit employees pursuant to Article 36 or for bargaining unit appointments during academic breaks for faculty unit employees in full-time academic year or ten month appointments.

Appointments in this classification may be made for any time base up to 0.25 during the applicable work year, or up to 1.0 during academic break periods for full-time academic-year or 10 month employees. Faculty unit employees appointed in the new classification shall not be eligible to accrue vacation pursuant to Article 34 (Vacation).

Faculty unit employees appointed to teach in summer sessions or in Extended Education shall continue to be appointed in the classifications designated for those purposes.

Faculty unit employees appointed at less than 1.0 time base may not be appointed in this classification.

The minimum monthly salary for the range shall be initially set at \$3,595 (the minimum salary for Lecturer A, Academic Year after application of the General Salary Increase July 1, 2014) and the maximum monthly salary shall be initially set at \$22,614. Faculty members appointed in this classification performing normal faculty duties, including teaching additional units pursuant to provision 12.29.d, shall receive compensation not less than their normal rate of pay for such work.

For the CSU:



Date 1/6/15

For the California Faculty Association:



Date 1/5/15